



Pullman Rail Leasing Inc.

200 South Michigan Avenue
Chicago, Illinois 60604
(312) 322-7070

September 18, 1985

5889-P
RECORDATION NO. _____ FILED 1400
SEP 19 1985 10 32 AM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
Office of Recordation
Room 2303
12th & Constitution Avenue
Washington, D.C. 20423

Re: Filing
Supplemental Agreement
Dated as of August 1, 1985
Equipment Trust Agreement
Dated as of December 15, 1970
(Series 2)

9/19/85
10.00
ICC Washington, D. C.

Gentlemen:

Enclosed for recording under Section 49 U.S.C. 11303 are three executed counterparts of the Supplemental Agreement No. 14 (hereinafter referred to as the "Supplement") dated as of August 1, 1985 between First National City Bank, as Trustee (hereinafter referred to as the "Trustee") and Signal Capital Company, formerly known as Pullman Leasing Company. The Agreement was filed with the Commission on December 8, 1970 and was assigned Recordation Number 5889.

The Agreement has been amended from time to time by Supplemental Agreements which have been filed with the Commission. The most recent Supplemental Agreement dated as of September 1, 1984 was filed with the Commission on October 15, 1984 and was assigned Recordation No. 5889-0.

Under the Agreement, the Trustee leases the Trust Equipment described therein to the Company.

The Supplement was entered into by Signal Capital Company, Pullman Rail Leasing Inc. and the Trustee for the purpose of deleting from the Agreement units of Trust Equipment which have become worn out, unsuitable for use,, lost or destroyed, and to substitute therefore other units of equipment.

I am also enclosing a check payable to the order of the Interstate Commerce Commission in the amount of \$10.00 as the fee for recording the Supplement.

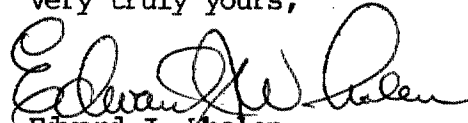
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A. S. S. S. S.

ICC- Office of Recordation
September 18, 1985
Page Two

Pursuant to the Commission's rules and regulations for recording of certain documents under Section 49 U.S.C 11303, please duly file one of the enclosed counterparts for record in your office and return the remaining copies, together with the Certificate of Recording, to the messenger making this delivery.

If you have any questions concerning this request, please call me collect.

Very truly yours,


Edward J. Whalen
Vice President

EDW/drs

Interstate Commerce Commission

Washington, D.C. 20423

9/19/85

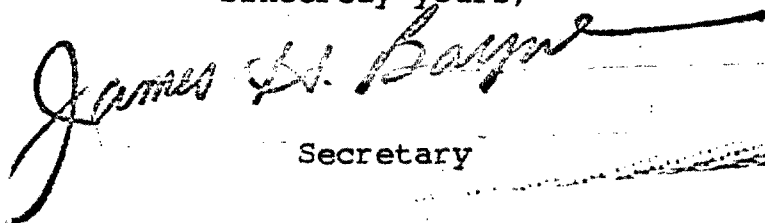
OFFICE OF THE SECRETARY

Edward J. Whalen
Vice President
Pullman Rail Leasing, Inc.
200 S. Michigan Ave.
Chicago, Illinois 60604

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/19/85 at 10:30am and assigned recordation number(s). 5889-P

Sincerely yours,


Secretary

Enclosure(s)

SE-30
(779)

REGISTRATION NO. 5889-8
FILED 1985

SEP 19 1985 - 10 30 AM

INTERSTATE COMMERCE COMMISSION

EXECUTED IN 6 COUNTERPARTS

COUNTERPART NO. 4

PULLMAN TRANSPORT LEASING COMPANY

EQUIPMENT TRUST

(Series 2)

SUPPLEMENTAL AGREEMENT NO. 14

Dated as of August 1, 1985

TO

EQUIPMENT TRUST AGREEMENT

Dated as of December 15, 1970

BY AND BETWEEN

First National City Bank
(Presently known as Citibank, N.A.)
Trustee

AND

Pullman Transport Leasing Company
(Presently known as Pullman Rail Leasing Inc.)

SUPPLEMENTAL AGREEMENT NO. 14
EQUIPMENT TRUST AGREEMENT
DATED AS OF DECEMBER 15, 1970
(Series 2)

This Supplemental Agreement (hereinafter called the "Supplemental Agreement"), dated as of August 1, 1985 by and between Citibank, N.A., a national banking association incorporated and existing under the laws of the United States, as Trustee (hereinafter called the "Trustee"), Pullman Rail Leasing Inc., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company") and Signal Capital Corporation, formerly known as Pullman Leasing Company, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called "SCC").

WHEREAS, the Trustee, originally First National City Bank, and the Company, originally Pullman Transport Leasing Company, entered into an Equipment Trust Agreement, dated as of December 15, 1970 and have heretofore supplemented and amended such Equipment Trust Agreement (which Equipment Trust Agreement, as so amended, is hereinafter called the "Equipment Trust Agreement"); and

WHEREAS, the Trustee, the Company and SCC entered into a Supplemental Agreement dated as of February 26, 1981 whereby SCC assumed as primary obligor, jointly and severally with the Company, pursuant to the guaranty endorsed on the Trust Certificates, the prompt payment of the principal and interest on the Trust Certificates and the due and punctual performance and observance of all the terms, covenants and conditions of the Equipment Trust Agreement to be kept or to be performed by the Company; and

WHEREAS, several units of the Trust Equipment, as defined in the Equipment Trust Agreement, have become worn out, unsuitable for use, lost or destroyed and have been reported by the Company to the Trustee as required by Section 5.08 of the Equipment Trust Agreement; and

WHEREAS, in accordance with Section 5.06 of the Equipment Trust Agreement, the Company wishes to convey to the Trustee other Equipment, as defined in the Equipment Trust Agreement, which has a value to the Company of not less than the value of such units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed in lieu of delivering to the Trustee cash equal to the value of such units of Trust Equipment; and

WHEREAS, Section 12.01 of the Equipment Trust Agreement authorizes the Trustee and the Company to enter into an agreement or agreements supplemental to the Equipment Trust Agreement which do not adversely affect the interests of the holders of Trust Certificates, as defined in the Equipment Trust Agreement, without the consent of such holders; and

WHEREAS, pursuant to the provisions of Section 12.01 of the Equipment Trust Agreement, the Equipment Trust Agreement heretofore has been supplemented by Supplemental Agreement dated as of January 14, 1971; Supplemental Agreement dated as of June 15, 1973; Supplemental Agreement No. 2 dated as of March 18, 1974; Supplemental Agreement No. 3 dated as of December 1, 1975; Supplemental Agreement No. 4 dated as of December 17, 1975; Supplemental Agreement No. 5 dated as of November 1, 1977; Supplemental Agreement No. 6 dated as September 1, 1978; Supplemental Agreement No. 7 dated as of January 1, 1979; Supplemental

Agreement No. 8 dated as of November 15, 1979; Supplemental Agreement dated as of February 26, 1981; Supplemental Agreement No. 10 dated as of November 1, 1981; Supplemental Agreement No. 11 dated as of February 15, 1983; Supplemental Agreement No. 12, dated as of July 1, 1983; and Supplemental Agreement No. 13, dated as of September 1, 1984; and

WHEREAS, the Trustee, the Company and SCC desire to enter into the Supplemental Agreement to permit such substitution of units of Equipment for the units of Trust Equipment which heretofore have become worn out, unsuitable for use, lost or destroyed.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Trustee, the Company and SCC agree as follows:

1. Attached hereto as Schedule A is a list of units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed since December 31, 1983. Each of such units of Trust Equipment is hereby deleted from Schedule A to the Equipment Trust Agreement.
2. Attached hereto as Schedule B is a list of units of Equipment which are to be conveyed by the Company to the Trustee in accordance with Section 5.06 of the Equipment Trust Agreement in substitution for the units of Trust Equipment listed in Schedule A hereto. Upon such conveyance by the Company, such units of Equipment shall be substituted for units of Trust Equipment listed in Schedule A hereto and shall become Trust Equipment.
3. The Equipment Trust Agreement, as further amended by the Supplemental Agreement, shall continue in full force and effect.

IN WITNESS WHEREOF, the Trustee, the Company and SCC have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

Attest:

Citibank, N.A., as Trustee

H. H. McGinnis
Trust Officer

By: *E. J. Jenkins*
Senior Trust Officer

Attest:

Signal Capital Corporation

Allison B. Pellegrino
Assistant Secretary

By: *John B. Kelly*
Vice President

Attest:

Pullman Rail Leasing Inc.

David B. Wood
Assistant Secretary

By: *Edward J. Lalen*
Vice President

STATE OF NEW HAMPSHIRE)
) SS
COUNTY OF ROCKINGHAM)

I, Mary F. Vangile, a Notary Public in and for such County and State, do hereby certify that M. Brian Moroz, personally known to me to be a Vice President of Signal Capital Corporation, a Delaware corporation, and Allison C. Pellegrino, personally known to me to be an Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of August, 1985.

Mary F. Vangile
Notary Public

My commission expires Nov. 2, 1988

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Dorothea R. Steckley, a Notary Public in and for such County and State, do hereby certify that Edward J. Whalen, personally known to me to be a Vice President of Pullman Rail Leasing Inc., a Delaware corporation, and David R. Wood, personally known to me to be an Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of August, 1985.

Dorothea R. Steckley
Notary Public

My commission expires April 5, 1988.

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I, Robert Frier, a Notary Public in and for such county and state, do hereby certify that E. Gibbons, personally known to me to be a Senior Trust Officer of Citibank, N.A. and K.K. McKenna, personally known to me to be a Trust Officer of said Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Senior Trust Officer and Trust Officer of said Bank and caused the seal of said Bank to be affixed thereto, pursuant to authority as their free and voluntary act and as the free and voluntary act and deed of said Bank, for uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of September, 1985.

Robert F. Frier
Notary Public

ROBERT F. FRIER
Notary Public, State of New York
No. 31-4762885
Qualified in New York County
Commission Expires March 30, 1986

SCHEDULE A
EQUIPMENT TRUST AGREEMENT
DATED AS OF DECEMBER 15, 1970
(Series 2)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Value</u>	<u>Equipment first put into use no later than</u>
3	4740 cu. ft., 100-ton capacity covered hopper car	MTLW 100038, 100074, 100356	\$ 54,195.86	9/70
6	4740 cu. ft., 100-ton capacity covered hopper cars	TLCK 30256, 30616, 30668, 30689, 30741, 30798	114,243.05	11/70
<u>9</u>			<u>\$168,438.91</u>	

SCHEDULE B
 EQUIPMENT TRUST AGREEMENT
 DATED AS OF DECEMBER 15, 1970
 (Series 2)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Original Cost</u>	<u>Value</u>	<u>Equipment first put into use no later than</u>
4	23,500 gal. coiled and insulated tank car	PLCX 224168 thru 224171	<u>\$226,908.00</u>	<u>\$185,383.84</u>	4/80